

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: STEPHEN C. BOGGI, JR.)	
<u>Debtor(s)</u>)	
)	CHAPTER 13
SANTANDER CONSUMER USA INC.)	
dba CHRYSLER CAPITAL AS SERVICER)	
FOR CCAP AUTO LEASE LTD.)	Case No.: 21-12697 (AMC)
<u>Moving Party</u>)	
)	
v.)	Hearing Date: 3-1-22 at 11:00 AM
)	
STEPHEN C. BOGGI, JR.)	11 U.S.C. 362
<u>Respondent(s)</u>)	
)	
KENNETH E. WEST)	
<u>Trustee</u>)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Santander Consumer USA Inc. dba Chrysler Capital as servicer for CCAP Auto Lease Ltd. ("Chrysler Capital") filing this its Motion For Relief From The Automatic Stay ("Motion"), and in support thereof, would respectfully show:

1. On September 30, 2021, Stephen C. Boggi, Jr. filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362 and 28 U.S.C. 157 and 1334.
3. On January 4, 2019, the Debtor executed a Motor Vehicle Lease Agreement for the lease of a 2019 Dodge Ram 1500 bearing vehicle identification number 1C6SRFJTXKN663552. The lease was assigned to CCAP Auto Lease Ltd. and the Debtor became indebted to CCAP in accordance with the terms of same. CCAP Auto Lease Ltd. is the owner of the vehicle. True copies of the lease agreement and title to the vehicle are annexed hereto as exhibits A and B.

Santander Consumer USA Inc, doing business as Chrysler Capital acts as servicer for CCAP Auto Lease Ltd.

4. The Lease matured on January 3, 2022.
5. The Debtor has failed to surrender or purchase the vehicle.
6. The Debtor's account is past due for the December 2021 payment of \$622.54.
7. Santander Consumer USA Inc. dba Chrysler Capital as servicer for CCAP Auto Lease

Ltd. alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Santander lacks adequate protection of its interest in the vehicle as evidenced by the following:

- (a) The lease matured, and the Debtor has failed to surrender the vehicle.

Pursuant to the terms of the Lease Agreement, the Debtor must either immediately surrender the vehicle or purchase it in accordance with the lease-end purchase option.

- (b) The Debtor is failing to make payments to Chrysler Capital and is failing to provide Chrysler Capital with adequate protection.

WHEREFORE PREMISES CONSIDERED, Santander Consumer USA Inc. dba Chrysler Capital as servicer for CCAP Auto Lease Ltd. respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Chrysler Capital to permit Chrysler Capital to seek its statutory and other available remedies; (2) that the stay terminate immediately upon entry of this Order, with a waiver of Fed.R.Bank.P., Rule 4001(a)(3) and (3) Chrysler Capital be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for Santander Consumer USA Inc.

dba Chrysler Capital as servicer for CCAP Auto Lease Ltd.